

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"



Tim Gallagher, Director

June 15, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors

**APPROVE A COLLECTION AGREEMENT WITH THE US DEPARTMENT OF
AGRICULTURE FOREST SERVICE FOR REHABILITATION OF AN OFF-HIGHWAY
VEHICLE INDIAN CANYON TRAILHEAD
(Fifth District-3 Vote Matter)**

IT IS RECOMMENDED THAT YOUR BOARD:

- 1 Find that these actions are categorically exempt under the provisions of the California Environmental Quality Act (CEQA)
- 2 Approve and instruct the Chairman to sign the collection agreement to provide funding from the Department of Parks and Recreation Off-Highway Vehicle (OHV) Fund, Number CN7 (Green Sticker fund) to the US Department of Agriculture Forest Service (Forest Service) to assist in the rehabilitation of the Indian Canyon Trailhead.
- 3 Approve the project and authorize the Director of Parks and Recreation to carry out all project-related responsibilities under the agreement.
- 4 Authorize the Auditor-Controller to issue a warrant, in the amount of \$91,032 from the OHV Fund to the Forest Service as a contribution to partially fund the Indian Canyon Trailhead project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of these actions will provide for the rehabilitation of the Indian Canyon Trailhead on Angeles National Forest Lands at Indian Canyon within Los Angeles County.

Under the agreement, the County will contribute \$91,032 to the Forest Service, a federal agency dedicated to the management of lands and facilities in the Angeles National Forest, towards the rehabilitation of the Indian Canyon Trailhead. The Forest Service is currently conducting the surveying and initial grading and survey of the area. The project consists of constructing site amenities such as: solar lighting; fencing; loading ramp; retaining walls, fine grading, base, material, gravel, and paving the parking area. The Forest Service will maintain the Indian Canyon Trailhead after completion.

The County's contribution for this project is budgeted in the OHV Fund administered by the Department. This fund was established by your Board in 1982 to finance the development, construction, operation, and maintenance of OHV recreational facilities via the County's share of State off-highway vehicle license and registration fees. Under Public Resources Code Section 5090.61 and California Vehicle Code 38240, these fees are collected by the State and distributed to cities and counties based upon the population within each jurisdiction. The County's portion is deposited and budgeted in the Department's OHV Fund. Currently, there is a need for more OHV recreation sites within Los Angeles County. This project will provide the residents of Los Angeles County improved access to OHV trail opportunities in the Angeles National Forest.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of this recommendation enhances the Strategic Plan through Fiscal Responsibility through utilizing the monies in the green sticker funds for OHV improvements (Goal Number 4): Strengthen the County's fiscal capacity, as well as Children and Families' Well-Being by creating a safer access to the Indian Canyon trail (Goal Number 5): Improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well being; safety and survival; emotional and social well being; and educational/workforce readiness, and Community Services (Goal Number 6): Improve the quality of life for the residents of Los Angeles County's unincorporated communities by offering a wide range of Department-coordinated services responsive to each community's specific needs by improving existing OHV areas.

FISCAL IMPACT/FINANCING

There is no impact to the County General Fund. Sufficient funding is available in the OHV Fund to transfer \$91,032 to the Forest Service as contribution for this project. Under the terms of this agreement, the Forest Service will deposit the funds to a Forest Service Cooperative Work Fund to be used for this purpose.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the proposed agreement, both parties agree that the work will be performed on Forest Service lands in the Indian Canyon area. Forest Service construction standards will be used for facilities and trail construction and the Forest Service and County will coordinate efforts to establish joint signage standards. Further both parties are required to indemnify, defend and save harmless one another, their elected or appointed officers and employees.

The approval of this project will permit a collection agreement between the Forest Service and the Department. The total contribution will be for \$91,032 which will be taken from the OHV Fund. The agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

These actions are exempt from the California Quality Act according to Section 15061 (b), (3) of the Guidelines for the Implementation of the California Environmental Quality Act because it can be seen with certainty that these actions will have no significant effect on the environment.

The Forest Service found the project to be categorically excluded from National Environmental Projection Act (NEPA) documentation under FSH 1909.15, Chapter 31.1b.5 and 31.2.1.

IMPACT ON CURRENT SERVICES AND PROJECTS

There are no anticipated impacts to current services and projects associated with the proposed action. During the final grading and paving stage the site will be temporarily (approximately one (1) month) closed for parking for public access. This rehabilitation project will provide additional recreational opportunities within the Angeles National Forest.

CONCLUSION

It is requested that two (2) confirmed copies of this letter be returned to the Department of Parks and Recreation, one (1) confirmed copy be provided to the Auditor-Controller, one (1) confirmed copy be provided to the Chief Administrative Office and to return the original. It is further requested that the Board instruct the Chair and the Clerk of the Board to sign all three original agreements and return them to the Department for final processing by the Forest Service.

Respectfully submitted,

Tim Gallagher
For Tim Gallagher
Director

Attachments (1)

C: Executive Officer, Board of Supervisors (22)
 Chief Administrative Office
 County Counsel
 Auditor-Controller

FS agreement No.	04-CO-11050100-003
Cooperator tax ID No.	
Cooperator Agreement No.	
	4/29/04

**COLLECTION AGREEMENT
between
USDA FOREST SERVICE,
ANGELES NATIONAL FOREST**

and the

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION**

This COLLECTION AGREEMENT is hereby entered into by and between the USDA Forest Service, Angeles National Forest, hereinafter referred to as the Forest Service, and the County of Los Angeles, Department of Parks and Recreation, hereinafter referred to as the County under the provisions of the Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498).

A. PURPOSE: The purpose of this Collection Agreement is for the County to provide funding to the Forest Service to assist in the construction of the Indian Canyon Trailhead.

B. FOREST SERVICE SHALL:

1. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed, including related overhead expenses.
2. Construct the Indian Canyon Trailhead as follows: a) site survey for construction; b) site amenities; c) solar lighting; d) fencing; e) OHV loading ramp; f) retaining walls/fine grading/base material/gravel; and g) project administration.
3. Maintain the trailhead.

C. COUNTY SHALL:

1. Make a contribution in the amount of \$91,032 to cover project construction and administration.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. TAXPAYER IDENTIFICATION NUMBER. The cooperator shall furnish their tax identification number upon execution of this instrument.

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Cooperator tax ID No.	
Cooperator Agreement No.	
	4/29/04

2. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

3. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

4. REFUNDS. Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be refunded to the cooperator or authorized for use for new projects by the cooperator and approved by the Forest Service.

5. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

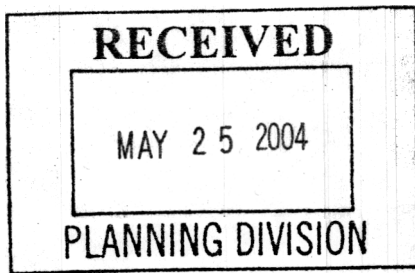
6. LEGAL AUTHORITY. The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

7. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

8. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective through June 30, 2005 at which time it will expire unless extended.

9. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds shall be refunded within 60 days after the effective period.



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10. To the extent allowed by Federal Tort Claim Law, the Forest Service hereby agrees to defend and hold harmless the County its representatives or employees, from any damage incident to the performance of the work resulting from, related to, or arising from this Agreement.

11. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Forest Service Project Contact	Cooperator Project Contact
Diane McCombs	Brett Dawson
District Recreation Officer	OHV Planner
30800 Bouquet Cyn Rd	433 S. Vermont Avenue
Saugus, CA 91390	Los Angeles, CA 90020
Phone: 661 296-9710	Phone: 213 351-5134
FAX: 661 296-5847	FAX: 213 487-0380
E-Mail:	E-Mail: bdawson@co.la.ca.us

Forest Service Administrative Contact	Cooperator Administrative Contact
Diane McCombs	John Hunt
Forest OHV Program Manager	Landscape Architect
30800 Bouquet Cyn Rd	433 S. Vermont Avenue
Saugus, CA 91390	Los Angeles, CA 90020
Phone: 661 296-9710	Phone: 213 738-2974
FAX: 661 296-5847	FAX: 213 487-0380
E-Mail:	E-Mail: jmhunt@co.la.ca.us

11. ADVANCE BILLING (1). Bill the cooperator prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead will be assessed at the rate of 19.2%.

Billings shall be sent to: Brett Dawson, Planning Division, Dept. of Parks and Recreation, 433 S. Vermont Ave., Los Angeles, CA 90020.

12. REIMBURSABLE BILLING (2). Bill the cooperator lump sum, for funds sufficient to cover the costs for the specific payment period. All reimbursement billing shall be completed within the same fiscal year as Forest Service expenditures. Overhead at the rate of 19.2% will be assessed.

Billings shall be sent to: Brett Dawson, Planning Division, Dept. of Parks and Recreation, 433 S. Vermont Ave., Los Angeles, CA 90020.

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If payment is not received by the date specified on the Form FS-6500-89, Bill of Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

13. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.

Forest Service Use

Job Code: _____

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last date written below.

By: _____

Date: _____

JODY NOIRON, Forest Supervisor
USDA, Forest Service
Angeles National Forest

Attest:

Violet Varona-Lukens, Executive Office-Clerk

County of Los Angeles

By: _____

DEPUTY

By: _____

Chairman, Board of Supervisors,
County of Los Angeles

On this _____ day of _____, A.D. 20____, before me, VIOLET VARONA-LUKENS, Executive Officer-Clerk of the Board of Supervisors of the county of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Los Angeles and the person who executed the within instrument on behalf of said Los Angeles County.

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	5/20/04

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year of this certificate first above written.

VIOLET VARONA-LUKENS, Executive Officer-Clerk of the Board of Supervisors.

By: _____
DEPUTY

Approved as to form
County Counsel

By: Helen Parker
Helen S. Parker, Principal Deputy